

APR 11 2011

LAWRENCE K. BAERMAN, Clerk  
N.D. of N.Y.

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

Criminal Action No. 5:11-CR-142 (DNH)

v.

LIEZE ASSOCIATES d/b/a  
EAGLE RECYCLING of  
NEW JERSEY, INC.,

PLEA AND COOPERATION  
AGREEMENT

Defendant.

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PLEA AGREEMENT PURSUANT TO FED. R. CRIM. P. 11(c)(1)(C)

Richard S. Hartunian, United States Attorney for the Northern District of New York (by Craig A. Benedict, Assistant United States Attorney), and Ignacia S. Moreno, Assistant Attorney General (by Todd Gleason, Trial Attorney, Environmental Crimes Section), and Lieze Assocs., Inc., d/b/a Eagle Recycling of New Jersey, Inc. (also affiliated with JBN Consulting, LLC) (hereinafter collectively referred to as "EAGLE RECYCLING") (by its attorneys, Thompson, Hine, LLP with Douglas Grover, Esq. appearing as its authorized representative) hereby enter into the following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure ("Fed. R. Crim. P."):

1. RIGHTS OF EAGLE RECYCLING. EAGLE RECYCLING understands its rights:

- (a) to be represented by an attorney;
- (b) to be charged by Indictment;

- (c) to plead not guilty to any criminal charge brought against it;
- (d) to have a trial by jury, throughout which it would be presumed to be not guilty of the charge and the United States would have to prove every element of the charged offense(s) beyond a reasonable doubt for it to be found guilty;
- (e) to confront and cross-examine witnesses against it and to subpoena witnesses in its defense at trial;
- (f) to appeal its conviction if it is found guilty at trial; and
- (g) to appeal the imposition of sentence against it.

2. **AGREEMENT TO PLEAD GUILTY AND WAIVE RIGHTS.** EAGLE RECYCLING waives the rights set out in Paragraph 1(b)-(g) above. EAGLE RECYCLING also waives its right to appeal the imposition of sentence against it, provided the sentence imposed is consistent with the recommendation in Paragraph 9 of this Plea Agreement. Pursuant to Fed. R. Crim. P. 7(b), EAGLE RECYCLING will waive indictment and plead guilty at arraignment to a one-count Information to be filed in the United States District Court for the Northern District of New York. The Information will charge EAGLE RECYCLING with a conspiracy to defraud the United States and to violate the Clean Water Act and wire fraud statute, all in violation of 18 U.S.C. § 371.

3. Pursuant to the terms of this Plea Agreement, EAGLE RECYCLING will plead guilty to the criminal charges described in Paragraph 2 above and will make a truthful factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 5 below.

4. **ELEMENTS OF THE OFFENSE.** EAGLE RECYCLING, through its authorized representative, acknowledges that it is aware of the elements of the offense to which it is entering a guilty plea. Specifically, if this case were to proceed to trial, the United States would have the burden of proving beyond a reasonable doubt each of the elements of a conspiracy to defraud the

United States, to violate the Clean Water Act, and to commit wire fraud. The legal elements of the conspiracy offense of 18 U.S.C. § 371, are as follows: 1) The existence of an agreement, 2) between two or more persons, 3) to do something the law forbids, in this case, to defraud the United States, violate the Clean Water Act and to commit wire fraud, 4) and the commission by a co-conspirator of at least one overt act in furtherance of the conspiracy.

5. **FACTUAL BASIS FOR OFFENSE CHARGED.** EAGLE RECYCLING admits the following facts, which establish its guilt beyond a reasonable doubt for the offense stated in the attached Information. EAGLE RECYCLING understands the following legal elements of the offense stated in the Information and admits that those elements accurately describe its criminal conduct:

a. By way of summary, EAGLE RECYCLING and other co-conspirators arranged for the illegal disposal of at least 8,200 tons of pulverized construction and demolition debris on a farmer's property in Frankfort, New York ("the Frankfort Site"). The defendants were also planning on expanding this illegal landfill into a 30-acre area that included wetlands and other waters of the United States directly adjacent to the Mohawk River. In an effort to accomplish, and later conceal, this illegal dumping and filling, the conspirators also fabricated and forged a fraudulent DEC permit, faxed that permit over interstate wires, falsified documents that were submitted to EPA, made material misstatements on certifications required by Federal Grand Juries and court orders, refused to produce documents they knew to be responsive to Grand Jury subpoenas, and otherwise obstructed law-enforcement investigations. This conspiracy is set forth in more detail in the succeeding paragraphs.

b. EAGLE RECYCLING is a duly licensed owner and operator of a "solid waste management facility"<sup>y</sup> located at 4711 Dell Avenue, North Bergen, New Jersey.

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<sup>y</sup> The term "solid waste management facility" as used herein shall be accorded the same definition prescribed in 42 U.S.C. § 6903.

c. EAGLE RECYCLING, is a solid waste management facility that accepts and processes large quantities of construction and demolition (“C&D”) debris.

d. Certain end-products of EAGLE RECYCLING’s operations must be disposed of at a solid waste management facility properly licensed to accept, process, store, and treat such materials.

e. Beginning in or about 2004, EAGLE RECYCLING, together with other co-conspirators attempted to locate a privately-owned landfill in New York State. One motivating factor behind these efforts was the desire to find a means of disposing of materials being generated at EAGLE RECYCLING.

f. In May of 2006, the co-conspirators approached a farmer in Frankfort, New York, who was interested in filling property located on South Side Road, Frankfort, New York property – i.e., the Frankfort Site. More specifically, the farmer was interested in filling what he described as “soggy areas” on the Frankfort Site. To that end, EAGLE RECYCLING’s owner and president, as well as other co-conspirators visited the farmer’s property on at least one occasion.

g. The Frankfort Site consisted of approximately 28 acres of open fields, to include waters of the United States and federally-regulated wetlands. The proposed fill boundaries included substantial areas within ten feet of the Mohawk River.

h. EAGLE RECYCLING’s owner, along with other co-conspirators entered into a series of contractual arrangements and other agreements (written and unwritten), to include:

- i. Agreements to arrange for the transport of pulverized C&D debris to the Frankfort Site;
- ii. Agreements to arrange for the disposal of pulverized C&D debris at the Frankfort Site; and
- iii. Agreements to conceal that consideration was, in fact, being exchanged for the transport, delivery, receipt and dumping of pulverized C&D debris to the Frankfort Site in violation of 6

N.Y.C.R.R. 360-7.1(b)(1).

i. On or about July 7, 2006, EAGLE RECYCLING and other co-conspirators commenced dumping pulverized C&D debris and other materials at the Frankfort Site. In so doing, the Frankfort Site was “opened” on or about this date without any registration or permit application being filed with the New York State Department of Conservation as is required under New York State law. Such an application must include the following: engineering drawings, engineering reports, construction quality assurance/construction quality control plans, hydrogeologic reports, primary water supply and principal aquifer information, financial assurance, and a leachate treatment plan. 6 N.Y.C.R.R. § 360-7.4. Likewise, the conspirators “opened” the Frankfort Site on or about this date, without any valid permit or authorization, and within 100 feet of federally-regulated wetlands and waterways, within a floodplain, and within 50 feet of South Side Road. Rather, the Frankfort Site was simply an open dump site on a farmer’s field without fences, scales, or signs.

j. In furtherance of the conspiracy, the EAGLE RECYCLING and other co-conspirators fabricated a fraudulent document purporting to be a “permit letter” from the New York State Department of Environmental Conservation. Multiple versions of this “permit letter” were created on what appeared to be New York State Department of Environmental Conservation letterhead. The conspirators also forged the name of “Jeffery Sama” on the “permit letter.” Jeffrey Sama is an officer with the New York State Department of Conservation. Jeffrey Sama never saw, let alone signed, the “permit letter.”

k. In furtherance of the conspiracy, on or about August 21, 2006, September 27, 2006, October 4, 2006, and November 9, 2006, EAGLE RECYCLING owners and employees faxed draft copies of the fabricated “permit letter” between EAGLE RECYCLING’s 4711 Dell Avenue address in North Bergen, New Jersey, and offices in Florida. These drafts of the fabricated “permit letter” included redline changes, misstatements and alterations of the language cited to as 6 N.Y.C.R.R. § 360-7, and suggested ways to make the “permit letter” more believable to the victims of the fraud and law enforcement authorities.

l. Other co-conspirators also approached solid waste management facilities other than EAGLE RECYCLING to arrange for the transport to, and disposal of, additional materials at the Frankfort Site. On September 27, 2006, and November 9, 2006, one or more of the conspirators faxed copies of the “permit letter” to third-party solid waste transfer facilities and trucking companies in an attempt to mislead them into thinking the disposal of materials at the Frankfort Site was legal. Those faxes were transmitted from offices in Harrington Park, New Jersey to offices in Brooklyn, New York, St. James (Long Island), New York, and Flushing, New York.

m. On November 9, 2006, in response to law enforcement inquiries when the illegal Frankfort Site was discovered on November 9, 2006, EAGLE RECYCLING’s owners and employees faxed a copy of the fabricated “permit letter” to the law enforcement officers and falsely stated that the Frankfort Site was properly “permitted.”

n. From on or about July 7, 2006, to on or about September 21, 2006, EAGLE RECYCLING’S owners and employees, along with other co-conspirators arranged for and transported at least 8100 tons of C&D debris from EAGLE RECYCLING’s 4711 Dell Avenue, North Bergen solid waste management facility to the Frankfort Site. But for the authorities closing down the Frankfort Site, many times this amount of material were planned to be dumped at the Frankfort Site.

o. From on or about July 7, 2006, to on or about October 11, 2006, the conspirators operated the Frankfort Site without following the construction and operation requirements prescribed under New York law – i.e., leachate collection and control, daily covering, landfill gas control, and the design/implementation of a final cover system – all in violation of 6 N.Y.C.R.R. § 360-7.4.

p. From on or about July 7, 2006, to on or about October 11, 2006, the conspirators illegally filled approximately 1.3 acres, to include Federally-regulated wetlands, in violation of 33 U.S.C. § 1311(a).

q. During the execution of a federal search warrant in November 2008 at Eagle

Recycling's 4711 Dell Avenue, North Bergen, New Jersey solid waste management facility, Federal and New York State law enforcement officers discovered that EAGLE RECYCLING employees had destroyed, disposed of, and mutilated documents relevant to the investigation of the Frankfort Site which was being investigated by the United States Environmental Protection Agency and a Federal Grand Jury sitting in the Northern District of New York. More specifically, during the search copies of the aforementioned fabricated "permit letters" and other documents responsive to Grand Jury subpoenas were found in trash cans.

r. In response to a Unilateral Administrative Order (RCRA-02-2009-7304) issued by EPA and directed to Eagle Recycling, on May 1, 2009, Eagle Recycling stated that "Eagle voluntarily implemented a material sampling program at the [4711 Dell Avenue solid waste management] facility to evaluate" "EPA's contention that the facility is contaminated with friable asbestos." As part of this same response, EAGLE RECYCLING included monitoring/sampling results dated April 20 and 28, 2009, which falsely stated that a particular EAGLE RECYCLING employee took the samples, when in truth and in fact that employee did not take those samples. In addition, neither the employee who signed the form nor the EAGLE RECYCLING employee who actually took the samples, was properly trained or qualified under Federal or New Jersey law to conduct such sampling.

s. As part of a response to a Grand Jury subpoena and a Federal Court order, EAGLE RECYCLING falsely certified "that the property at 331 State Route 17 South, Hillburn, New York, is owned by Beautiful Acres, Inc.," when in truth and in fact, it well knew that JBN Consulting, LLC operated a business at 331 State Route 17 South, Hillburn, New York.

t. In response to a Grand Jury subpoena requesting copies of "all records of shipments of waste shipped (by rail, truck or any other method of transport) from Eagle Recycling, Inc. (or any other entity with which [EAGLE RECYCLING is] affiliated) to APEX Landfill or any other solid waste management facility in Ohio," EAGLE RECYCLING and its custodian of records produced 41 boxes of disorganized and largely non-responsive documents. Included in these 41 boxes, were thousands of "non-hazardous waste manifests" reflecting shipments between 4711 Dell

Avenue, North Bergen, New Jersey solid waste management facility to the Apex Sanitary Landfill in Ohio. However, EAGLE RECYCLING'S owner directed that eleven "non-hazardous waste manifests" be intentionally removed from EAGLE RECYCLING's response to the Grand Jury subpoena. Those same eleven "non-hazardous waste manifests" correspond to gondolas that were contaminated with asbestos.

u. The parties stipulate and agree that the above facts are submitted to the Court to provide the Court with the information necessary to support the Defendant's guilty plea as required by Rule 11 of the Federal Rules of Criminal Procedure and that additional facts and information may be submitted to the Court (on notice to all parties).

6. **POSSIBLE MAXIMUM SENTENCE.** EAGLE RECYCLING understands that the maximum penalty which may be imposed against it upon conviction for a conspiracy to (1) defraud the United States, (2) violate the Clean Water Act, and (3) commit wire fraud are fines of:

- (a) \$500,000 per count (18 U.S.C. § 3571(c)); or
- (b) twice the gross pecuniary gain the conspirators derived from the crime (18 U.S.C. § 3571(c) and (d)); or
- (c) twice the gross pecuniary loss caused to the victims of the crime by the conspirators (18 U.S.C. § 3571(c) and (d)).

7. In addition, EAGLE RECYCLING understands that:

- (a) pursuant to 18 U.S.C. § 3663A, the Court must order it to pay restitution to any victims of the offense;
- (b) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court is required to order EAGLE RECYCLING to pay a special assessment of \$400 upon conviction for the charged crime;
- (c) pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of probation of at least one year, but not more than five years; and
- (d) conviction of a felony under this Agreement may result in the loss of certain

civil rights. Likewise, the defendant recognizes that pleading guilty may subject it to administrative penalties and/or civil liability under state or Federal law including, but not limited to, municipal, state and Federal environmental laws. The defendant understands that no one, including its attorney or the district court, can predict to a certainty the effect of its conviction on future administrative or civil liabilities. The defendant nevertheless affirms that it wants to plead guilty regardless of any the consequences that its plea may entail, even if the consequence avails it to administrative penalties or civil liabilities.

8. **SENTENCING GUIDELINES.** Defendant understands and acknowledges that, at sentencing, the Court is required to take account of the United States Sentencing Guidelines, together with the other sentencing goals set forth in Title 18, United States Code, Section 3553(a). Defendant understands and acknowledges that the United States Sentencing Guidelines, including Chapter Eight, which provides guidance for the sentencing of corporate defendants, may be considered by the Court, except that pursuant to U.S.S.G. §§ 8C2.1 and 8C2.10, the United States Sentencing Guidelines are not applicable for purposes of determining a corporate fine based upon an environmental offense. Instead, the fine is to be determined under 18 U.S.C. §§ 3553 and 3571.

9. **FIXED SENTENCING AGREEMENT.** Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and EAGLE RECYCLING agree that the appropriate disposition of this case shall be as follows:

(a) **Fine.** EAGLE RECYCLING shall pay a total criminal fine to the United States in the amount of five-hundred thousand dollars (\$500,000.00), to be tendered by certified check to “Clerk, United States District Court, Northern New York” on the date of the plea.

(b) **Special Assessment.** EAGLE RECYCLING understands that the Court will order it to pay a \$400 special assessment per count, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine imposed.

(c) **Probation.** EAGLE RECYCLING will be placed on a term of probation for three

years.

(d) Environmental Compliance Plan. As a condition of probation, EAGLE RECYCLING will develop, fund, and implement a comprehensive Environmental Compliance Plan ("ECP") to prevent future violations at any facility in which EAGLE RECYCLING and/or any of its owners, principals, or officers, have an interest, consistent with sentencing policies set forth in U.S.S.G. § 8D1.4(c). This provision includes, but is not limited to any solid waste management facility owned or operated by EAGLE RECYCLING, M-Land, Inc., and the solid waste management facilities currently located at 4711 Dell Avenue, North Bergen, NJ and 4801 Dell Ave., North Bergen, NJ 07047-2815. A failure to fully fund and to fully implement the ECP will constitute a violation of probation and will constitute a material breach of this plea agreement. EAGLE RECYCLING shall pay whatever costs are necessary to develop, fund, and implement the plan. The ECP must be developed and submitted for approval to the United States and the Probation Office within one month of the entry of the plea. EAGLE RECYCLING shall revise and implement the ECP as deemed necessary by the United States or the Probation Office. The ECP shall be implemented and remain in full force and effect throughout the term of probation.

(e) Sentencing. The parties agree that pursuant to Fed. R. Crim. P. 32(c)(1)(A) (ii), they will place information in the record enabling the Court to meaningfully exercise its sentencing authority under 18 U.S.C. § 3553. The parties will advise the Court at the time of the plea whether they request an adjournment prior to imposition of sentence. The Court's denial of the request, if made, to impose sentence on an expedited schedule, or to direct the preparation of a PSR, will not void this Plea Agreement.

(f) Deductions. EAGLE RECYCLING shall not seek nor take a tax deduction for any monies paid as a fine under this plea agreement, including monies that are spent preparing the Environmental Compliance Plan.

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10. APPLICATION OF THE AGREEMENT. This Agreement shall bind EAGLE RECYCLING and its successors and assigns. EAGLE RECYCLING, or its successors-in-interest,

if applicable, shall provide to the United States Attorney's Office and the United States Probation Office immediate notice of any name change, corporate reorganization, sale, or purchase of substantial assets, or similar action affecting this Agreement or the ECP. No change in name, change in corporate or individual control, corporate reorganization, change in ownership, merger, change of legal status, sale, or purchase of assets, or similar action shall alter EAGLE RECYCLING's responsibilities under this Agreement. EAGLE RECYCLING shall not engage in any action to seek to avoid the obligations and conditions set forth in this Agreement.

11. The United States and EAGLE RECYCLING understand that the Court retains complete discretion to accept or reject the recommended sentence provided for in Paragraph 9 of this Plea Agreement.

(a) If the Court does not accept the recommended sentence (except for the expedited imposition of sentence), the United States and EAGLE RECYCLING agree that this Plea Agreement, except for Paragraph 12(b) below, shall be rendered void. The Court's rejection of the parties' recommendation to expedite entry, as set forth herein, will not render this Agreement void.

(b) If the Court does not accept the Rule 11(c)(1)(C) sentence, EAGLE RECYCLING will be free to withdraw its guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If EAGLE RECYCLING withdraws its plea of guilty, this Plea Agreement and the guilty plea shall not be admissible against EAGLE RECYCLING in any criminal proceeding except as otherwise provided in Fed. R. Crim. P. 11(f). EAGLE RECYCLING agrees that, if it withdraws its guilty plea pursuant to this subparagraph of the Plea Agreement, the statute of limitations period for any offense for which it can be charged will be tolled for the period between the date of the signing of the Plea Agreement and the date EAGLE RECYCLING withdraws its guilty plea or for a period of sixty (60) days after the date of the signing of the Plea Agreement, whichever period is greater.

12. **EAGLE RECYCLING'S COOPERATION.** EAGLE RECYCLING will cooperate fully and truthfully with the United States in the prosecution of this case and in any

criminal investigation, prosecution, or other proceedings (hereafter “Federal Proceeding”) arising from or related to the subject matter about which EAGLE RECYCLING is pleading guilty. The ongoing, full, and truthful cooperation of EAGLE RECYCLING shall include, but not be limited to:

(a) producing to the United States all documents, information, and other materials, wherever located, in the possession, custody, or control of EAGLE RECYCLING, as requested by the United States in connection with any Federal Proceeding. If EAGLE RECYCLING asserts any attorney/client, work-product, or other privilege, it must immediately provide the United States with a privilege log;

(b) securing the ongoing, full, and truthful cooperation of any of its officers, employees, consultants, and experts, including making such persons available in the United States for interviews and the provision of testimony in grand jury, trial, and other judicial proceedings in connection with any Federal Proceeding. EAGLE RECYCLING will advise those persons identified in this paragraph that they are encouraged to cooperate; cooperation includes providing information to the Government, being interviewed by Government agents or attorneys, and testifying in official proceedings. EAGLE RECYCLING will grant liberal leave if necessary at its expense to facilitate cooperation with the Government.

(c) As a condition of its cooperation pursuant to this plea agreement, EAGLE RECYCLING will withdraw from any and all joint defense agreements previously entered into with any individual or company concerning the criminal investigation of its criminal activities associated with the disposal of pulverized construction and demolition debris.

(d) During the period of probation, EAGLE RECYCLING shall provide to government agents full access to its facilities and employees, including access to business records related to the disposal of pulverized C&D debris at the Frankfort Site and any additional sites to which EAGLE RECYCLING transported and disposed of any materials between January 2005 and the present. If EAGLE RECYCLING asserts any attorney/client, work-product, or other privilege, it must immediately provide the United States with a privilege log.

(e) No EAGLE RECYCLING employees will be fired, demoted, reassigned or otherwise suffer a reduction in pay or other benefits because of their truthful cooperation with the United States with respect to the alleged criminal violations under investigation.

(f) EAGLE RECYCLING will make all reasonable efforts to ensure that its current and former officers, employees, consultants, vendors, and experts cooperate with the United States and truthfully disclose all information about their activities and those of others relating to any criminal environmental matter about which assistance is requested. However, EAGLE RECYCLING shall not terminate or threaten to terminate any employee who asserts any Fifth Amendment right.

(g) Subject to the ongoing, full, and truthful cooperation of EAGLE RECYCLING and before sentencing in the case, the United States will fully advise the Court of the fact, manner, and extent of EAGLE RECYCLING's cooperation and its commitment to prospective cooperation with the United States' investigations and prosecutions, material facts relating to EAGLE RECYCLING's involvement in the charged offense, and other relevant conduct.

13. **GOVERNMENT'S AGREEMENT.** Upon acceptance of the guilty plea called for by this Plea Agreement and the imposition of the recommended sentence, and subject to the cooperation requirements of Paragraph 13 of this Plea Agreement, the United States agrees that it will not bring further criminal charges against EAGLE RECYCLING for (a) any act or offense committed in the Northern District of New York before the date of this Plea Agreement that was undertaken in furtherance of the Clean Water Act and Wire Fraud conspiracy involving the illegal disposal of pulverized C&D debris in jurisdictional waters of the United States as set forth in the plea agreement and (b) any act or offense committed elsewhere before the date of this Plea Agreement that was undertaken in furtherance of the conspiracy to defraud the United States involving the concealment, destruction, secretion, or alteration of the eleven non-hazardous waste manifests (Attachment 1 hereto) that EAGLE RECYCLING withheld from the United States in response to Grand Jury subpoena 2008-W-465 (Attachment 2 hereto) as set forth in this plea agreement. The nonprosecution terms of this paragraph do not apply to civil or administrative

matters of any kind, to any violation of the federal tax laws, or to any crime of violence.

14. EAGLE RECYCLING understands that it may be subject to civil or administrative action by federal or state agencies, based upon the conviction resulting from this Plea Agreement, and that this Plea Agreement in no way controls whatever action, if any, other agencies may take. However, the United States agrees that, if requested, it will advise the appropriate officials of any governmental agency considering such administrative action of the fact, manner, and extent of the cooperation of EAGLE RECYCLING as a matter for that agency to consider before determining what administrative action, if any, to take.

15. **REPRESENTATION BY COUNSEL.** EAGLE RECYCLING has been represented by counsel and is fully satisfied that its attorneys have provided competent legal representation. EAGLE RECYCLING has thoroughly reviewed this Plea Agreement and acknowledges that counsel has advised it of the nature of the charge, any possible defenses to the charge, and the nature and range of possible sentences.

16. **VOLUNTARY PLEA.** EAGLE RECYCLING's decision to enter into this Plea Agreement and to tender a plea of guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than the representations contained in this Plea Agreement. The United States has made no promises or representations to EAGLE RECYCLING as to whether the Court will accept or reject the recommendations contained within this Plea Agreement.

17. **VIOLATION OF PLEA AGREEMENT.** EAGLE RECYCLING, through its authorized representatives, recognizes that the government has agreed not to prosecute all of the criminal conduct established by the evidence as committed by EAGLE RECYCLING solely because

of the promises made by EAGLE RECYCLING in this Agreement. If EAGLE RECYCLING breaches this Agreement, or if EAGLE RECYCLING withdraws its guilty plea pursuant to paragraph 12 of this Agreement, the United States retains the right to present to the Grand Jury for Indictment all of the criminal violations established by the evidence. If the actions of EAGLE RECYCLING or any of its agents and/or employees breach this Agreement, EAGLE RECYCLING will not be able to withdraw its guilty plea, and the United States will be relieved of all of its obligations under this Agreement. If, as a result of a breach of the Agreement, the United States elects to pursue any charge that was not filed as a result of this Agreement, EAGLE RECYCLING expressly waives all defenses based upon the statute of limitations and pre-indictment delay, except to the extent that such defenses existed as of the date of the signing of this Agreement.

18. EAGLE RECYCLING understands and agrees that in any further prosecution of it resulting from the release of the United States from its obligations under this Plea Agreement, because of EAGLE RECYCLING's violation of the Plea Agreement, any documents, statements, information, testimony, or evidence provided by it or current or former directors, officers, or employees of it to attorneys or agents of the United States, federal grand juries, or courts, and any leads derived therefrom, may be used against it in any such further prosecution. In addition, EAGLE RECYCLING unconditionally waives its right to challenge the use of such evidence in any such further prosecution, notwithstanding the protections of Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410.

19. **CORPORATE AUTHORIZATION.** EAGLE RECYCLING states that it is authorized to enter into this Agreement. At the time of signing by EAGLE RECYCLING's representative, EAGLE RECYCLING shall provide the United States with a written statement in the form of a corporate resolution certifying that EAGLE RECYCLING is authorized to enter into and comply with all of the terms of this Agreement. The corporate resolution shall certify that EAGLE RECYCLING's Board of Directors has authorized the undersigned representatives to take these actions and that all corporate formalities for such authorizations have been observed. EAGLE

RECYCLING agrees that the pleas of guilty will be entered by EAGLE RECYCLING through its attorney, and that he is authorized to enter the plea of guilty on EAGLE RECYCLING's behalf. By entering this guilty plea, EAGLE RECYCLING hereby waives all objections to the form of the charging document, admits that it is in fact guilty of the offense as set forth in the Information, and that the Factual Statement set forth in this Agreement is a true and accurate statement of EAGLE RECYCLING's criminal conduct, and that such statement provides a sufficient basis for EAGLE RECYCLING's pleas of guilty to the offense charged in the Information.

20. **WAIVER OF APPEAL.** EAGLE RECYCLING, through its authorized representative, acknowledges that, after consultation with defense counsel, it fully understands the extent of its rights to appeal, and/or to collaterally attack the conviction and sentence in this case. EAGLE RECYCLING waives any and all rights, including those conferred by 18 U.S.C. § 3742 and/or 28 U.S.C. § 2255, to appeal or collaterally attack his/her conviction and any sentence incorporating the agreed disposition specified above, including any related issues with respect to the establishment of the advisory Sentencing Guidelines range or the reasonableness of the sentence imposed.

21. **ENTIRETY OF AGREEMENT.** This Plea Agreement constitutes the entire agreement between the United States and EAGLE RECYCLING concerning the disposition of the criminal charge in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and EAGLE RECYCLING.

RICHARD S. HARTUNIAN  
United States Attorney  
Northern District of New York

Dated: 4/11, 2011

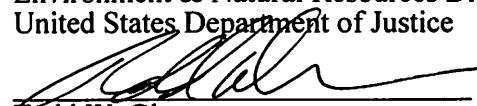
By:

  
\_\_\_\_\_  
Craig A. Benedict  
Assistant U.S. Attorney

Dated: 3/22/11, 2011

By:

IGNACIA S. MORENO  
Assistant Attorney General  
Environment & Natural Resources Division  
United States Department of Justice

  
\_\_\_\_\_  
Todd W. Gleason  
Trial Attorney  
Environmental Crimes Section

Dated: 3/21/11, 2011

  
\_\_\_\_\_  
Thompson Nine LLP appearing by  
Douglas E. Grover, Esq.  
Acting as Duly Authorized Representative for  
EAGLE RECYCLING

03/29/2011 12:37 Sylvia Hester

(FAX)5615759167

P.002/002

**SPECIAL MEETING OF LEIZE ASSOCIATES, INC  
d/b/a EAGLE RECYCLING OF NEW JERSEY**

Resolution

Nicholas Marangi was the sole stockholder of the company, Leize Associates, Inc. d/b/a Eagle Recycling of New Jersey ("the Company"). Nicholas died on December 19, 2010. His Last Will and testament was admitted to probate in the Probate Court of Palm Beach County, Florida. His Last Will and Testament appointed Anne Marangi, his wife, Jeffrey Marangi, his son, and Brian Marangi, his son, as Personal Representatives and Trustees, all of whom have qualified as such fiduciaries. The stock of the company is presently owned by the Estate of Nicholas Marangi.

This is a meeting of the Personal Representatives and Trustees of the Estate to act on two documents; one document entitled "Information" and another entitled "Plea and Cooperation Agreement", copies of which have been forwarded to the Personal Representatives and Trustees, and which are annexed to this Resolution. Jeffrey Marangi stated that he had conversations with Douglas E. Grover, Esq. of Thompson Hine LLP, the attorney Nicholas Marangi had retained before he died to represent the company in this matter. Jeffrey indicated that after meetings with Mr. Grover, Nicholas believed it was in the best interest of the company to authorize Mr. Grover to sign the documents on behalf of the company and to permit the company to plead guilty to the charges set forth in the "Information".

After some discussion, a motion was duly made, seconded, seconded and unanimously approved and the following resolution was adopted:

Resolved that Douglas E. Grover, Esq. of Thompson Hine LLP, attorney for the company, be and is hereby authorized, on behalf of the company, to sign and deliver the Plea and Cooperation Agreement to the United States Attorney for the Northern District of New York, and he is further authorized, on behalf of the company, to plead guilty to the charges as set forth in the "Information" annexed hereto.

There being no further business, upon unanimous approval, the meeting was adjourned.

  
ANNE MARANGI

  
JEFFREY MARANGI

  
BRIAN MARANGI

Dated this the 6 day of  
April, 2011.

**ATTACHMENT 1**

Apr 16 2009 2:54PM HP LASERJET FAX



FL

Apex Sanitary Landfill  
11 County Road 78  
P.O. Box 157  
Amsterdam, OH. 43903  
(740) 543-4389

**NON-HAZARDOUS WASTE MANIFEST**

Document No. 43914

**SECTION 1 THIS SECTION TO BE COMPLETED BY GENERATOR:**

COMPANY NAME	ADDRESS	WASTE ID NUMBER
LA DBA Eagle Recycling of NJ	4711 Dell Ave. North Bergen	P.O. NUMBER
	NJ 07047	

## NAME OR DESCRIPTION OF WASTE SHIPPED

Clean Demo

## COMMENTS / FACILITY APPROVAL #

IN CASE OF AN EMERGENCY OR SPILL CONTACT	NAME	PHONE NO.	24-HR EMERGENCY NO.
	Nick Marangi	201-974-2982	201-974-2982

I hereby certify that the above named waste(s) are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT and the EPA.	GENERATOR SIGNATURE	DATE
		4/15/09

**SECTION 2 THIS SECTION TO BE COMPLETED BY THE HAULER/TRANSPORTER:**

COMPANY NAME	ADDRESS	PHONE NO.
LA DBA Eagle Recycling of NJ		

VEHICLE ID. NO.	STATE	BOX NUMBER - IN	BOX NUMBER - OUT	JOB NO.
		PRINT DRIVER'S NAME	DATE	
		DRIVER'S SIGNATURE		

**SECTION 3 THIS SECTION TO BE COMPLETED BY RECEIVER AT DISPOSAL SITE:**

FACILITY NAME	ADDRESS	PHONE NO.
Apex Sanitary Landfill	11 County Rd 78 Amsterdam OH	740-543-4389

## COMMENTS

Via Rail from N. Bergen

I hereby certify that the above described wastes were delivered to this Facility, that the Facility is authorized and permitted to receive such wastes.	AUTHORIZED SIGNATURE	DATE
		4/15/09

**SECTION 4 ASBESTOS (Operator to complete):**

'Operator' is defined as the company which owns, leases, operates, controls or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.	OPERATOR'S NAME	PHONE NO.

OPERATOR'S ADDRESS
--------------------

RECOMMENDED SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION	<input type="checkbox"/> FRIABLE	<input type="checkbox"/> NON-FRIABLE
--	----------------------------------	--------------------------------------

Operator's Certification: I hereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled and are in all respects in proper condition for transport by highway rail according to applicable international and domestic law, regulations, ordinances, orders, rules and/or standards.
--

Operator's Name (print/type)	Signature of Operator's Authorized Agent	Date
RESPONSIBLE AGENCY NAME AND ADDRESS		

QUANTITY TO BE DETERMINED AT DISPOSAL FACILITY DISPOSAL FACILITY - COPY 1
--

DISPOSAL FACILITY

2009-Apr-25 08:07 AM Eagle Recycling Of New Jersey 2019742965

1/5



**Apex Sanitary Landfill**  
11 County Road 78  
P.O. Box 157  
Amsterdam, OH. 43903  
(740) 543-4389

**NON-HAZARDOUS WASTE MANIFEST**

Document No. 43916

**SECTION 1 THIS SECTION TO BE COMPLETED BY GENERATOR:**

COMPANY NAME	ADDRESS	WASTE ID NUMBER	
LA DBA Eagle Recycling of NJ	4711 Dell Ave.		
	North Bergen	NJ	07047
	CITY	STATE	ZIP

**NAME OR DESCRIPTION OF WASTE SHIPPED**

Clean Demo

**COMMENTS / FACILITY APPROVAL #**

IN CASE OF AN EMERGENCY OR SPILL CONTACT	NAME	PHONE NO.	24-HR EMERGENCY NO.
	Nick Mirangi	201-974-2982	201-974-2982

I hereby certify that the above named waste(s) are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT and the EPA.	GENERATOR SIGNATURE	DATE
		4/21/09

<b>SECTION 2 THIS SECTION TO BE COMPLETED BY THE HAULER/TRANSPORTER:</b>				
COMPANY NAME	ADDRESS	PHONE NO.		
CSX				
VEHICLE ID. NO.	STATE	BOX NUMBER - IN	BOX NUMBER - OUT	JOB NO.
TAXI #				
I hereby certify that the above described waste(s) were accepted for transportation at the producer's site and delivered to and off-loaded at the waste facility, both as listed hereupon.				
PRINT DRIVER'S NAME				
DRIVER'S SIGNATURE				

<b>SECTION 3 THIS SECTION TO BE COMPLETED BY RECEIVER AT DISPOSAL SITE:</b>				
FACILITY NAME	ADDRESS	PHONE NO.		
Apex Sanitary Landfill	11 County Rd 78 Amsterdam OH	740-543-4389		
COMMENTS				
Via Rail from N. Bergen				

I hereby certify that the above described wastes were delivered to this Facility, that the Facility is authorized and permitted to receive such wastes.	AUTHORIZED SIGNATURE	DATE
		4/21/09

<b>SECTION 4 ASBESTOS (Operator to complete):</b>				
'Operator' is defined as the company which owns, leases, operates, controls or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.				
OPERATOR'S NAME				PHONE NO.

OPERATOR'S ADDRESS
--------------------

RECOMMENDED SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION	<input type="checkbox"/> FRIABLE	<input type="checkbox"/> NON-FRIABLE
--	----------------------------------	--------------------------------------

**Operator's Certification:** I hereby warrant and declare that the contents of this containerment are fully and accurately described above by proper shipping name and are classified, marked, and labeled and are in all respects in proper condition for transport by highway/sea according to applicable International and domestic law, regulations, ordinances, orders, rules and/or standards.

Operator's Name (print/type)	Signature of Operator's Authorized Agent	Date
RESPONSIBLE AGENCY NAME AND ADDRESS		
<b>QUANTITY TO BE DETERMINED AT DISPOSAL FACILITY</b>		
<b>DISPOSAL FACILITY - COPY 1</b>		

DISPOSAL FACILITY

Apr 09 2009 6:52PM HP LASERJET FAX

page 3



Apex Sanitary Landfill  
11 County Road 78  
P.O. Box 157  
Amsterdam, OH. 43903  
(740) 543-4389

## NON-HAZARDOUS WASTE MANIFEST

Document No. 43906

SECTION 1 THIS SECTION TO BE COMPLETED BY GENERATOR:				
COMPANY NAME		ADDRESS	WASTE ID NUMBER	
LA DBA Eagle Recycling of NJ		4711 Dell Ave.		
		North Bergen	N.J.	07047
		CITY	STATE	ZIP
NAME OR DESCRIPTION OF WASTE SHIPPED				
Clean Demo				
COMMENTS / FACILITY APPROVAL #				
IN CASE OF AN EMERGENCY OR SPILL CONTACT	NAME		PHONE NO.	24-HR EMERGENCY NO.
	Nick Marangi		201-974-2982	201-974-2982
I hereby certify that the above named waste(s) are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT and the EPA.		GENERATOR SIGNATURE		DATE
				4/09/09
SECTION 2 THIS SECTION TO BE COMPLETED BY THE HAULER/TRANSPORTER:				
COMPANY NAME		ADDRESS	PHONE NO.	
THE KODD CO., INC.				
VEHICLE ID. NO.	STATE	BOX NUMBER - IN	BOX NUMBER - OUT	JOB NO.
I hereby certify that the above described waste(s) were accepted for transportation at the producer's site and delivered to and off-loaded at the waste facility, both as listed hereupon.		PRINT DRIVER'S NAME		DATE
		DRIVER'S SIGNATURE		
SECTION 3 THIS SECTION TO BE COMPLETED BY RECEIVER AT DISPOSAL SITE:				
FACILITY NAME		ADDRESS	PHONE NO.	
Apex Sanitary Landfill		11 County Rd 78 Amsterdam OH	740-543-4389	
COMMENTS				
Via Rail from N. Bergen				
I hereby certify that the above described wastes were delivered to this Facility, that the Facility is authorized and permitted to receive such wastes.		AUTHORIZED SIGNATURE		DATE
				4/09/09
SECTION 4 ASBESTOS (Operator to complete):				
'Operator' is defined as the company which owns, leases, operates, controls or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.				
OPERATOR'S NAME				
OPERATOR'S ADDRESS				
RECOMMENDED SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION			<input type="checkbox"/> FRIABLE	<input type="checkbox"/> NON-FRIABLE
Operator's Certification: I hereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled and are in all respects in proper condition for transport by highway/rail according to applicable international and domestic law, regulations, ordinances, orders, rules and/or standards.				
Operator's Name (print/type)		Signature of Operator's Authorized Agent		Date
RESPONSIBLE AGENCY NAME AND ADDRESS				
QUANTITY TO BE DETERMINED AT DISPOSAL FACILITY DISPOSAL FACILITY - COPY 1				
DISPOSAL FACILITY				

Apr 16 2009 2:54PM HP LASERJET FAX

Apex Sanitary Landfill  
11 County Road 78  
P.O. Box 157  
Amsterdam, OH. 43903  
(740) 543-4389



**FAXEL**

**NON-HAZARDOUS WASTE MANIFEST**

Document No. 43915

**SECTION 1 THIS SECTION TO BE COMPLETED BY GENERATOR:**

COMPANY NAME	ADDRESS	WASTE ID NUMBER	
LA DBA Eagle Recycling of NJ	4711 Dell Ave.		
	North Bergen	NJ	P.O. NUMBER
	CITY	STATE	ZIP

NAME OR DESCRIPTION OF WASTE SHIPPED

Clean Demo

COMMENTS / FACILITY APPROVAL #

IN CASE OF AN EMERGENCY OR SPILL CONTACT	NAME	PHONE NO.	24-HR EMERGENCY NO.
	Nick Marangi	201-974-2982	201-974-2982

I hereby certify that the above named waste(s) are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT and the EPA.

GENERATOR SIGNATURE

DATE

4/15/09

**SECTION 2 THIS SECTION TO BE COMPLETED BY THE HAULER/TRANSPORTER:**

COMPANY NAME	ADDRESS	PHONE NO.		
LA DBA Eagle Recycling of NJ				
VEHICLE I.D. NO.	STATE	BOX NUMBER - IN	BOX NUMBER - OUT	JOB NO.
LA DBA Eagle Recycling of NJ	OH			
I hereby certify that the above described waste(s) were accepted for transportation at the producer's site and delivered to and off-loaded at the waste facility, both as stated hereupon.		PRINT DRIVER'S NAME		DATE
		DRIVER'S SIGNATURE		

**SECTION 3 THIS SECTION TO BE COMPLETED BY RECEIVER AT DISPOSAL SITE:**

FACILITY NAME	ADDRESS	PHONE NO.
Apex Sanitary Landfill	11 County Rd 78 Amsterdam OH	740-543-4389

COMMENTS

Via Rail from N. Bergen

I hereby certify that the above described wastes were delivered to this Facility, that the Facility is authorized and permitted to receive such wastes.	AUTHORIZED SIGNATURE	DATE
		4/15/09

**SECTION 4 ASBESTOS (Operator to complete):**

"Operator" is defined as the company which owns, leases, operates, controls or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.	OPERATOR'S NAME	PHONE NO.

OPERATOR'S ADDRESS

RECOMMENDED SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION	<input type="checkbox"/> FRIABLE	<input type="checkbox"/> NON-FRIABLE
--	----------------------------------	--------------------------------------

Operator's Certification: I hereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled and are in all respects in proper condition for transport by highway/rail according to applicable international and domestic law, regulations, ordinances, orders, rules and/or standards.

Operator's Name (print/type)	Signature of Operator's Authorized Agent	Date
RESPONSIBLE AGENCY NAME AND ADDRESS		

**QUANTITY TO BE DETERMINED AT DISPOSAL FACILITY  
DISPOSAL FACILITY - COPY 1**

**DISPOSAL FACILITY**

Mar 31 2009 2:22PM HP LASERJET FAX

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Apex Sanitary Landfill  
 11 County Road 78  
 P.O. Box 157  
 Amsterdam, OH. 43903  
 (740) 543-4389



## NON-HAZARDOUS WASTE MANIFEST

Document No. 43904

## SECTION 1 THIS SECTION TO BE COMPLETED BY GENERATOR:

COMPANY NAME	ADDRESS	WASTE ID NUMBER
LA DSA Eagle Recycling of NJ	4711 Dell Ave. North Bergen	P.O. NUMBER
	CITY NJ STATE ZIP	07047

## NAME OR DESCRIPTION OF WASTE SHIPPED

Clean Demo

## COMMENTS/FACILITY APPROVAL #

IN CASE OF AN EMERGENCY OR SPILL CONTACT	NAME	PHONE NO.	24-HR EMERGENCY NO.
	Nick Marangi	201-974-2982	201-974-2582

I hereby certify that the above named waste(s) are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT and the EPA.

## GENERATOR SIGNATURE

## DATE

3/26/09

## SECTION 2 THIS SECTION TO BE COMPLETED BY THE HAULER/TRANSPORTER:

COMPANY NAME	ADDRESS	PHONE NO.		
VEHICLE I.D. NO.	STATE	BOX NUMBER - IN	BOX NUMBER - OUT	JOB NO.
Tax 92129				
		PRINT DRIVER'S NAME		DATE
		DRIVER'S SIGNATURE		

## SECTION 3 THIS SECTION TO BE COMPLETED BY RECEIVER AT DISPOSAL SITE:

FACILITY NAME	ADDRESS	PHONE NO.
Apex Sanitary Landfill	11 County Rd 78 Amsterdam OH	740-543-4389

## COMMENTS

Via Rail from N. Bergen

I hereby certify that the above described wastes were delivered to this Facility, that the Facility is authorized and permitted to receive such wastes.

## AUTHORIZED SIGNATURE

## DATE

4/17/08

## SECTION 4 ASBESTOS (Operator to complete):

"Operator" is defined as the company which owns, leases, operates, controls or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.

## OPERATOR'S NAME

## PHONE NO.

## OPERATOR'S ADDRESS

## RECOMMENDED SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION

 FRIABLE NON-FRIABLE

Operator's Certification: I hereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled and are in all respects in proper condition for transport by highway/haz according to applicable international and domestic law, regulations, ordinances, orders, rules and/or standards.

Operator's Name (print/type)

Signature of Operator's Authorized Agent

Date

RESPONSIBLE AGENCY  
NAME AND ADDRESS

QUANTITY TO BE DETERMINED AT DISPOSAL FACILITY  
 DISPOSAL FACILITY - COPY 1

DISPOSAL FACILITY



2023-APR-23 08:07 AM Eagle Recycling Of New Jersey 2019742965

Mar 31 2009 2:21PM HP LASERJET FAX

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Apex Sanitary Landfill  
 11 County Road 78  
 P.O. Box 157  
 Amsterdam, OH, 43903  
 (740) 543-4389



## NON-HAZARDOUS WASTE MANIFEST

Document No. 43890

## SECTION 1 THIS SECTION TO BE COMPLETED BY GENERATOR:

COMPANY NAME	ADDRESS	WASTE ID NUMBER
LA DENA Eagle Recycling of NJ	4711 Dell Ave North Bergen	P.O. NUMBER
	CITY NJ STATE ZIP	

## NAME OR DESCRIPTION OF WASTE SHIPPED

Clean Demo

## COMMENTS / FACILITY APPROVAL #

IN CASE OF AN EMERGENCY OR SPILL CONTACT	NAME	PHONE NO.	24-HR EMERGENCY NO
	Nick Marangi	201-974-2982	201-974-2982

I hereby certify that the above named waste(s) are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT and the EPA.

## GENERATOR SIGNATURE

## DATE

3/25/09

## SECTION 2 THIS SECTION TO BE COMPLETED BY THE HAULER/TRANSPORTER:

COMPANY NAME	ADDRESS	PHONE NO.		
	CSX			
VEHICLE I.D. NO.	STATE	BOX NUMBER - IN	BOX NUMBER - OUT	JOB NO.
92202				
		PRINT DRIVER'S NAME		DATE
		DRIVER'S SIGNATURE		

## SECTION 3 THIS SECTION TO BE COMPLETED BY RECEIVER AT DISPOSAL SITE:

FACILITY NAME	ADDRESS	PHONE NO.
Apex Sanitary Landfill	11 County Rd 78 Amsterdam OH	740-543-4389

## COMMENTS

Via Rail from N. Bergen

I hereby certify that the above described wastes were delivered to this Facility, that the Facility is authorized and permitted to receive such wastes.

## AUTHORIZED SIGNATURE

## DATE

4/17/09

## SECTION 4 ASBESTOS (Operator to complete):

"Operator" is defined as the company which owns, leases, operates, controls or supervises the facility being demolished or renovated, or the demolition or renovation operation or both. OPERATOR'S NAME	PHONE NO.

## OPERATOR'S ADDRESS

## RECOMMENDED SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION

 FRIABLE NON-FRIABLE

Operator's Certification: I hereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled in all respects in proper condition for transport by highway rail according to applicable international and domestic law, regulations, ordinances, orders, rules and/or standards.

Operator's Name (print/type)

Signature of Operator's Authorized Agent

Date

RESPONSIBLE AGENCY  
NAME AND ADDRESS

QUANTITY TO BE DETERMINED AT DISPOSAL FACILITY  
 DISPOSAL FACILITY - COPY 1

DISPOSAL FACILITY

2009-Apr-25 08:07 AM Eagle Recycling Of New Jersey 2019742965

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Apex Sanitary Landfill  
11 County Road 78  
P.O. Box 157  
Amsterdam, OH. 43903-  
(740) 543-4389

## NON-HAZARDOUS WASTE MANIFEST

Document No. 43919

<b>SECTION 1 THIS SECTION TO BE COMPLETED BY GENERATOR:</b>		
COMPANY NAME <b>EAGLE Eagle Recycling of NJ</b>	ADDRESS 4711 Dell Ave. North Bergen CITY STATE ZIP	WASTE ID NUMBER  P.O. NUMBER
NAME OR DESCRIPTION OF WASTE SHIPPED <b>Clean Demo</b>		
COMMENTS/FACILITY APPROVAL #		
IN CASE OF AN EMERGENCY OR SPILL CONTACT	NAME <b>Nick Marangi</b>	PHONE NO. <b>201-974-2982</b>
I hereby certify that the above named waste(s) are properly checked, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT and the EPA.		24-HR EMERGENCY NO. <b>201-974-2982</b>
GENERATOR SIGNATURE 		
DATE <b>4/23/09</b>		
<b>SECTION 2 THIS SECTION TO BE COMPLETED BY THE HAULER/TRANSPORTER:</b>		
COMPANY NAME <b>GSX</b>	ADDRESS	PHONE NO.
VEHICLE I.D. NO. <b>TLAX93021</b>	STATE	BOX NUMBER - IN
		BOX NUMBER - OUT
I hereby certify that the above described waste(s) were accepted for transportation at the producer's site and delivered to and off- loaded at the waste facility, both as listed hereupon.		JOB NO.
PRINT DRIVER'S NAME  DRIVER'S SIGNATURE		DATE
<b>SECTION 3 THIS SECTION TO BE COMPLETED BY RECEIVER AT DISPOSAL SITE:</b>		
FACILITY NAME <b>Apex Sanitary Landfill</b>	ADDRESS <b>11 County Rd 78 Amsterdam OH</b>	PHONE NO. <b>740-543-4389</b>
COMMENTS <b>Via Rail from N. Bergen</b>		
I hereby certify that the above described wastes were delivered to this Facility, that the Facility is authorized and permitted to receive such wastes.	AUTHORIZED SIGNATURE 	DATE <b>4/23/09</b>
<b>SECTION 4 ASBESTOS (Operator to complete):</b>		
'Operator' is defined as the company which owns, leases, operates, controls or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.		
OPERATOR'S NAME	PHONE NO.	
OPERATOR'S ADDRESS		
RECOMMENDED SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION		
<input type="checkbox"/> FRIABLE <input type="checkbox"/> NON-FRIABLE		
Operator's Certification: I hereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled and are in all respects in proper condition for transport by highway/rail according to applicable international and domestic law, regulations, ordinances, orders, rules and/or standards.		
Operator's Name (print/type)	Signature of Operator's Authorized Agent	Date
RESPONSIBLE AGENCY NAME AND ADDRESS		
<b>QUANTITY TO BE DETERMINED AT DISPOSAL FACILITY</b> <b>DISPOSAL FACILITY - COPY 1</b> <b>DISPOSAL FACILITY</b>		

2009-Apr-25 08:07 AM Eagle Recycling Of New Jersey 2019742965

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**Apex, Sanitary Landfill**  
11 County Road 78  
P.O. Box 167  
Amsterdam, OH. 43903  
(740) 543-4389

**NON-HAZARDOUS WASTE MANIFEST**

Document No. 43920

**SECTION 1 THIS SECTION TO BE COMPLETED BY GENERATOR:**

COMPANY NAME	ADDRESS	WASTE ID NUMBER
LA DBA Eagle Recycling of NJ	4711 Dell Ave. North Bergen CITY	NJ 07047 ZIP P.D. NUMBER

**NAME OR DESCRIPTION OF WASTE SHIPPED**

Clean Demo

**COMMENTS / FACILITY APPROVAL #**

IN CASE OF AN EMERGENCY OR SPILL CONTACT	NAME	PHONE NO.	24-HR EMERGENCY NO.
	Nick Marangl	201-974-2982	201-974-2982

I hereby certify that the above named waste(s) are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT and the EPA.	GENERATOR SIGNATURE	DATE 4/23/09
--	---------------------	-----------------

**SECTION 2 THIS SECTION TO BE COMPLETED BY THE HAULER/TRANSPORTER:**

COMPANY NAME	ADDRESS	PHONE NO.		
CSX				
VEHICLE I.D. NO.	STATE	BOX NUMBER - IN	BOX NUMBER - OUT	JOB NO.
TLAX92150				
I hereby certify that the above described waste(s) were accepted for transportation at the producer's site and delivered to and off-loaded at the waste facility, both as listed hereupon.		DRIVER'S NAME	DATE	
		DRIVER'S SIGNATURE		

**SECTION 3 THIS SECTION TO BE COMPLETED BY RECEIVER AT DISPOSAL SITE:**

FACILITY NAME	ADDRESS	PHONE NO.
Apex Sanitary Landfill	11 County Rd 78 Amsterdam OH	740-543-4389

**COMMENTS**

Via Rail from N. Bergen

I hereby certify that the above described wastes were delivered to the Facility, that the Facility is authorized and permitted to receive such wastes.	AUTHORIZED SIGNATURE	DATE 4/23/09
--	----------------------	-----------------

**SECTION 4 ASBESTOS (Operator to complete):**

"Operator" is defined as the company which owns, leases, operates, controls or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.

OPERATOR'S NAME \_\_\_\_\_ PHONE NO. \_\_\_\_\_

**OPERATOR'S ADDRESS****RECOMMENDED SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION** FRIABLE NON-FRIABLE

**Operator's Certification:** Thereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled in all respects in proper fashion for transportation in accordance with environmental and transportation law, regulations, ordinances, orders, rules and/or standards.

Operator's Name (print/type)	Signature of Operator's Authorized Agent	Date
RESPONSIBLE AGENCY NAME AND ADDRESS		
QUANTITY TO BE DETERMINED AT DISPOSAL FACILITY DISPOSAL FACILITY - COPY 1		

DISPOSAL FACILITY

2009-Apr-25 08:07 AM Eagle Recycling Of New Jersey 2019742965

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Apex Sanitary Landfill  
11 County Road 78  
P.O. Box 157  
Amsterdam, OH. 43803  
(740) 543-4389

## NON-HAZARDOUS WASTE MANIFEST

Document No. 43921

## SECTION 1 THIS SECTION TO BE COMPLETED BY GENERATOR:

COMPANY NAME		ADDRESS	WASTE ID NUMBER	
LA DBA Eagle Recycling of NJ		4711 Dell Ave.		
		North Bergen	NJ	07047
		CITY	STATE	ZIP
NAME OR DESCRIPTION OF WASTE SHIPPED				
Clean Demo				
COMMENTS / FACILITY APPROVAL #				
IN CASE OF AN EMERGENCY OR SPILL CONTACT	NAME		PHONE NO.	24-HR EMERGENCY NO.
	NICK Marangl		201-974-2982	201-974-2982
I hereby certify that the above named waste(s) are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT and the EPA.		GENERATOR SIGNATURE		DATE
<i>[Signature]</i>				4/22/09

## SECTION 2 THIS SECTION TO BE COMPLETED BY THE HAULER/TRANSPORTER:

COMPANY NAME		ADDRESS	PHONE NO.
CSX			
VEHICLE ID. NO.	STATE	BOX NUMBER - IN	BOX NUMBER - OUT
TLAX92033			
I hereby certify that the above described waste(s) were accepted for transportation at the producer's site and delivered to and off-loaded at the waste facility, both as listed hereupon.		PRINT DRIVER'S NAME	
		DRIVER'S SIGNATURE	

## SECTION 3 THIS SECTION TO BE COMPLETED BY RECEIVER AT DISPOSAL SITE:

FACILITY NAME	ADDRESS	PHONE NO.
Apex Sanitary Landfill	11 County Rd 78 Amsterdam OH	740-543-4389

## COMMENTS

Via Rail from N. Bergen

I hereby certify that the above described wastes were delivered to this Facility, that the Facility is authorized and permitted to receive such wastes.	AUTHORIZED SIGNATURE	DATE
	<i>[Signature]</i>	4/22/09

SECTION 4 ASBESTOS (Check one for completion).		
"Operator" is defined as the company which owns, leases, operates, controls or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.		
OPERATOR'S NAME	PHONE NO.	

OPERATOR'S ADDRESS
--------------------

RECOMMENDED SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION	<input type="checkbox"/> FRIABLE	<input type="checkbox"/> NON-FRIABLE
--	----------------------------------	--------------------------------------

Operator's Certification: I hereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled and are in all respects in proper condition for transport by highway/rail according to applicable International and domestic law, regulations, ordinances, orders, rules and/or standards.		
--	--	--

Operator's Name (print/type)	Signature of Operator's Authorized Agent	Date
RESPONSIBLE AGENCY NAME AND ADDRESS		

QUANTITY TO BE DETERMINED AT DISPOSAL FACILITY DISPOSAL FACILITY - COPY 1
DISPOSAL FACILITY

2009-Apr-25 08:07 AM Eagle Recycling Of New Jersey 2019742965

3/6



**Apex Sanitary Landfill**  
11 County Road 78  
P.O. Box 157  
Amsterdam, OH. 43903  
(740) 543-4389

**LAW DEPARTMENT****NON-HAZARDOUS WASTE MANIFEST**

Document No. 43922

Ticket # 1000457

**SECTION 1 THIS SECTION TO BE COMPLETED BY GENERATOR:**

COMPANY NAME	ADDRESS	WASTE ID NUMBER
LA DBA Eagle Recycling of NJ	4711 Dell Ave.  North Bergen	P.O. NUMBER
	NJ CITY	07047 ZIP

**NAME OR DESCRIPTION OF WASTE SHIPPED**

Clean Demo

**COMMENTS / FACILITY APPROVAL**

IN CASE OF AN EMERGENCY OR SPILL CONTACT	NAME	PHONE NO.	24-HR EMERGENCY NO.
	NICK Mirangi	201-974-2982	201-974-2982

I hereby certify that the above named waste(s) are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT and the EPA.

GENERATOR SIGNATURE

DATE

4/22/09

**SECTION 2 THIS SECTION TO BE COMPLETED BY THE HAULER/TRANSPORTER:**

COMPANY NAME	ADDRESS	PHONE NO.		
CSX				
VEHICLE I.D. NO.	STATE	BOX NUMBER - IN	BOX NUMBER - OUT	JOB NO.
TLAXQ2179				
PRINT DRIVER'S NAME				DATE
DRIVER'S SIGNATURE				

**SECTION 3 THIS SECTION TO BE COMPLETED BY RECEIVER AT DISPOSAL SITE:**

FACILITY NAME	ADDRESS	PHONE NO.
Apex Sanitary Landfill	11 County Rd 78 Amsterdam OH	740-543-4389
COMMENTS		
Via Rail from N Bergen		

I hereby certify that the above described wastes were delivered to this Facility, that the Facility is authorized and permitted to receive such wastes.

AUTHORIZED SIGNATURE

DATE

4/22/09

**SECTION 4 ASBESTOS (Operator to complete):**

"Operator" is defined as the company which owns, leases, operates, controls or supervises the facility being demolished or renovated, or the demolition or renovation operation or both.

OPERATOR'S NAME

PHONE NO.

OPERATOR'S ADDRESS

RECOMMENDED SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION

 FRIABLE NON-FRIABLE

**Shipper's Certification:** I hereby warrant and declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, marked, and labeled and are in all respects in proper condition for transport by highway/rail according to applicable international and domestic law, regulations, ordinances, orders, rules and/or standards.

Operator's Name (print/type)	Signature of Operator's Authorized Agent	Date
RESPONSIBLE AGENCY NAME AND ADDRESS		
<b>QUANTITY TO BE DETERMINED AT DISPOSAL FACILITY</b>		
<b>DISPOSAL FACILITY - COPY 1</b>		
DISPOSAL FACILITY		

**ShipCSX - Shipping Instructions****ShipCSX Shipping Instructions**

Submitted for processing 6/03/09 1:45 PM EDT

Printed 6/03/09 1:52 PM EDT

**Shipment References**

Template Selected: Eagle Recycling

**Shipment Details**

Bill of Lading Number: BOL4423859

Shipment Type: Load

Weigh Method: Shipper's Weight

Payment Method: Collect

Billing Instructions: Multiple waybills

**Equipment, Weights & Seats**

Weight Units: Pounds

Weight Type: Actual Net

Total Equipment: 11

Details:	Equipment	Weight
1.	TLAX 92179	200,000
2.	TLAX 92033	200,000
3.	TLAX 1028	200,000
4.	TLAX 92118	200,000
5.	TLAX 92129	200,000
6.	TLAX 92202	200,000
7.	TLAX 92040	200,000
8.	TLAX 1041	200,000
9.	TLAX 92162	200,000
10.	TLAX 92150	200,000
11.	TLAX 93021	200,000

Totals: 2,200,000

**Commodity**

Commodity Code (STCC): 4029154

Commodity Description: CONSTRUCTION AND DEMOLITION DEBRIS, NON-HAZARDOUS, HAVING NO COMMERCIAL OR RECYCLABLE VALUE

**Route**

Rail Origin City, State: NORTH APEX, OH

Rail Destination City, State: NORTH BERGEN, NJ

Origin Switch Railroad: OHCR

Origin Railroad: CSXT

**Participants**

ShipCSX - Shipping Instructions

Page 2 of 2

Shipper: APEX ENVIRONMENTAL LLC  
11 COUNTY ROAD'78 - AMSTERDAM  
NORTH APEX, OH 43803  
CIF 6239894020000

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Consignee: EAGLE RECYCLING OF NEW JERSEY  
4711 DELL AVE  
NORTH BERGEN, NJ 07047  
CIF 1455463180000

Freight Payer: EAGLE RECYCLING OF NEW JERSEY  
ATTN PAM MARANGI  
4711 DELL AVE  
NORTH BERGEN, NJ 07047  
CIF 1455463180000

This document is for the notification of freight movement only and is not a contract between the shipper and carrier. All contractual terms and conditions of this shipper's bill of lading are in full force during the acceptance and execution of this freight movement.